

Amendment to Recognize Substitution of Party to Lease
A56-3-03-6

This Amendment to the lease dated as of February 7, 2003 between **Zirp-Castelton, LLC**, (Landlord) and the State of Indiana, acting by and through its Department of Administration for **and** on behalf of the **Office of the Attorney General, Medicaid Fraud Control Unit**, (Tenant).

The Landlord and Tenant agree to the following amendment of the Lease for the purpose of commemorating the substitution of a Party in interest:

Introduction Paragraph

The introduction paragraph shall be amended to change the Landlord (or its agent) from Zirp-Castelton, LLC to BREOF Indianapolis, LP.

Section 5: Method of Payment

Section 5D shall be amended to read as follows: Payments shall be mailed to:

BREOF Indianapolis, LP
23208 Nehvork Place
Chicago, IL 60673-1232
Attention: BREOF Indianapolis, LP, Box # 23208

Section 30: Notice

Section 30 entitled Notice, shall be changed to reflect the new Landlord (or agent if it will be receiving notice for Landlord) as follows:

Landlord: Colliers **Turley** Martin Tucker Company (the "Manager")
6081 E. 82nd Street
Suite 100
Indianapolis, IN 46250

The following paragraph is added to and made a part of the Lease:

The Contractor shall abide by all ethical requirements that apply to persons who have a business relationship **with** an agency, **as** set **forth** in Indiana Code § 4-2-6 **et seq.**, the regulations promulgated thereunder, and Executive Order **04-08**, dated April 27, 2004. If the Contractor is not **familiar** with these ethical requirements, the Contractor should refer **any** questions to the Indiana State Ethics **Commission**, or visit the **Indiana State Ethics Commission website** at <<<[<http://www.in.gov/ethics/](http://www.in.gov/ethics/)>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Effect of Amendment: The Parties agree that the foregoing amendment of the lease is for the convenience of the Landlord to recognize Landlord's assignment of **his/her/its** interest in the lease or change of property manager or agent administering the terms of the lease. That the purpose of this amendment is to facilitate the direction of payments and notices required under the lease and that the amendment is made at the specific request of the Landlord. The Parties expressly agree that this amendment does not alter the legal relationship between the original Parties to the lease, except as provided herein. The Parties further agree that this amendment does not ratify any assignment of the Landlord's interest in the lease or relieve the Landlord of any responsibilities or obligations thereunder, until the successor Landlord complies with the lease terms.

All other terms and conditions of the lease not modified **by** this Amendment shall remain unchanged and in full force and effect.

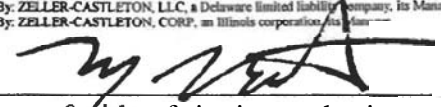
Non-Collusion

The undersigned attests under the penalties for perjury that **he/she** is the Landlord, or that **he/she** is the representative agent, member or officer of the Landlord, that **he/she** has not, nor has any other member, employee, representative, agent or **officer** of the Landlord, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that **he/she** has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

In Witness to their agreement, the persons signing this Amendment execute it for the Landlord and Tenant:

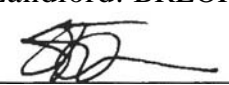
For Current Landlord:

ZURF-CASTLETON, LLC, a Delaware limited liability company, its Managing Member
By: ZELLER-CASTLETON, CORP., an Illinois corporation, its President


Name & title of signing authority

Date: 2/14/05

For New Landlord: BREOF Indianapolis, LP


Name & title of signing authority

Date: February 3, 2005

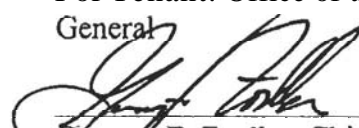
State Budget Agency

By Alice E. Niegand (for)
Charles Schalliol, Director

March 14, 2005

For Tenant: Office of the Attorney

General


Gregory F. Zoeller, Chief Deputy

Date: 2-21-05

Department of Administration

By Beatrice L. Sater (for)
Earl A. Goode, Commissioner

Date: 3-14-05

Approved as to Form and Legality

By Stephen Carter (for)
Stephen Carter, Attorney General

3-20-05

STATE OF INDIANA OFFICE LEASE

This Lease is entered into by and between **ZIRP-CASTLETON, L.L.C.**, a Delaware limited liability company (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of **THE MEDICAID FRAUD CONTROL UNIT OF THE OFFICE OF THE ATTORNEY GENERAL** (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. Description of Premises Leased

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately 7,218 square feet. The space to be leased is commonly known as Building 12 (which is a part of Castleton Business Park which consists of multiple buildings and appurtenant areas thereto and is more specifically designated in the site plan attached hereto as Exhibit "G") located at 8005 Castleway Drive, in the City of Indianapolis, County of Marion, State of Indiana (the "Leased Premises"). The Leased Premises consists of Building 12 **which** is more fully described in the legal description attached as Exhibit "A" and floor plan of the Leased Premises is attached as Exhibit "B."

2. Term of Lease

This Lease shall be effective for a period of Four (4) years, commencing within five (5) working days **after** the completion of the leasehold improvements as described in the work letter and plans and specifications attached as Exhibits "C" and "D" respectively, and completion of all computer and telephone wiring. "Completion" as used herein is reasonably anticipated to be April 1, 2003. The commencement and expiration dates of this Lease will be confirmed by a letter generated by the Tenant and signed by the Landlord with a copy to the Department of Administration. This confirmation letter will become a part of this Lease as Exhibit "E."

3. Consideration

A. The total **agreed** base rent for the entire term of this Lease shall not exceed the **sum of** \$ 398,193.00, payable in monthly **installments** as outlined below.

	<u>Monthly Amount</u>	<u>Per Square Foot Amount</u>
Year 1	\$5,814.50	\$9.67
Year 2	\$9,022.50	\$15.00

Year 3	\$9,022.50	\$15.00
Year 4	\$9,323.25	\$15.50

B. It is further agreed that the Tenant may be required to pay additional rent under the following circumstances. Landlord is to be responsible to pay the first \$6.05 per square foot, per year of the expenses to operate the Leased Premises. Should the expenses to operate the Leased Premises exceed \$ 6.05 per square foot, per year, the Tenant would be responsible to pay the overage, provided the overage does not exceed the following;

Year one	:	<u>\$0.00</u> cents	Year three	:	<u>\$0.50</u> cents
Year two	:	<u>\$0.25</u> cents	Year four	:	<u>\$0.75</u> cents

Landlord shall provide verification of actual expenses on an annual basis to Tenant.

C. Landlord and Tenant agree that all rents and additional expenses including, but not limited to, operating expenses and leasehold improvements covered under this Lease shall not exceed \$409,020.00.

4. **Option to Renew**

Landlord grants to Tenant an option to renew this Lease for an additional term of Four (4) year(s). The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment not to exceed the fair market value of the annual base rent for a renewal tenant for space of comparable size and quality and in similar buildings in the **vicinity**. At any time during the Lease term with is eight to ten months prior to the **Lease** expiration date, Landlord, shall deliver a written **notice** to the Tenant **containing** the proposed new rental rates and operating expense caps to Tenant (the "Renewal Notice"). Tenant will accept these rates, enter into negotiations with Landlord or reject these rates within ninety (90) days of delivery of the **Renewal Notice**. If ninety (90) days from Tenant's receipt of the **Renewal Notice**, Tenant and Landlord are unable to agree in writing as to the new rental rates and expense caps applicable during the option period, the Tenant shall be deemed to have rejected the Landlord's terms set forth in the **Renewal Notice** and the option **rights** granted herein shall no longer have any force and effect.

Consistent with the terms set forth above. **assuming** an acceptable rate has been agreed to by Landlord , Tenant and the Indiana Department of Administration **within** ninety (90) days of delivery of the **Renewal Notice**. a written confirmation of renewal will be **signed** by Landlord, Tenant and the Indiana Department of Administration. This **confirmation** shall become part of the Lease as the **Renewal Notice**.

5. **Method of Payment**

- A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this Lease or the State of Indiana may elect to deny payment.
- B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the Lease is effective.
- C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.
- D. All payment obligations shall be made to the following person/company/agent, at the following address:

ZIRP-CASTLETON, L.L.C.
 6081 E. 82nd Street, Suite 100
 Indianapolis, IN 46250-1562
 Attention: Castleton Park Manager

6. General Uses by Tenant

- A. Tenant agrees that the Leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.
- B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises without the Landlord's written consent, which consent, if granted by the Landlord, will be under the following guidelines:
- C. Should Tenant require improvements during the term of this Lease (which the Landlord has consented to in writing), said improvements shall be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this clause shall not exceed \$25,000.00.

7. Services to be Provided by Landlord

A. Landlord shall provide the following services for the Leased Premises during the term of this Lease. at no additional cost to the Tenant, unless otherwise specified in this Lease.

1. Routine janitorial services and supplies provided between the hours of 2:00 pm and 4:30 pm, including rest room supplies, replacement of light bulbs, and customary cleaning in and about the Leased Premises, as more specifically described in Exhibit "F" attached hereto;
2. Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

Summer: Cool to 75 degrees.

Winter: Heat to 70 degrees.

Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy;

3. Gas, where applicable, and electricity;
4. Water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water;
5. Sewage services;
6. Parking; 38 spaces, located directly outside "Leased Premises" designated by stencil or sign;
7. Snow and ice removal from the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);
8. Pest control when needed;
9. Trash removal (Scavenger Service);
10. Lawn maintenance. where applicable;
11. Installation and maintenance of building-standard **signage** identifying Tenant, to be installed in an area **designated** by Landlord and **otherwise** consistent with the rules and covenants of Castleton Business Park;
12. Casualty and public liability insurance in a minimum amount of 5300,000.00, with the State of Indiana named as an additional insured. However, this insurance requirement shall not be construed as an election of remedies;
13. Paint walls and shampoo carpets within the Leased Premises should the Tenant exercise its option to renew the Lease under Section 4; and
14. Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of

- Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of the Tenant's negligence and/or the Tenant's willful and wanton misconduct in the Leased Premises, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.
- C. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner after written notice is provided by Tenant, or after its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
- D. Tenant acknowledges and agrees that in order for Landlord to **fulfill** its obligation to maintain and repair the Leased Premises in accordance with the terms set forth herein, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, during normal hours of operation when staff members are on the Leased Premises (with the exception only of emergencies), for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, during normal hours of operation when staff members are on the Leased Premises (with the exception only of emergencies), workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.
- E. If **Tenant** remains in compliance with this **Lease**, Tenant shall have the **peaceful** and quiet enjoyment of the Leased Premises except as provided in section D, above and elsewhere in the Lease.
- F. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.
- G. Landlord further agrees to provide access and **parking** for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 43 USC 12101 et *seq.* In addition, the Leased Premises shall comply with the terms and conditions of the ADA, including the ADA Standards for Accessible Design published by the Department of Justice. Notwithstanding anything to the contrary contained herein, the Tenant shall be solely responsible for complying with the terms and conditions of the ADA if its employees' individual needs require specific accommodations pursuant 42 USC 12112 to utilize the Leased Premises for purposes of and during the course or scope of their employment.

8. Loss of Use by Tenant

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by the intentional misconduct of the Tenant,

- A. The Leased Premises (excepting the Tenant's personal property) shall be repaired as speedily as possible, at Landlord's expense;
- B. Either party may elect to terminate this Lease by notifying the other party in **writing** within thirty (30) days of the casualty, and rent **shall** abate and be paid only to the date of the casualty;
- C. Landlord and Tenant can **agree** in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable office space available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this **period**.
- D. Notwithstanding anything to the contrary contained in this Section 8 of the Lease, Landlord and Tenant agree and consent that the Landlord **shall** have the right and option to terminate this Lease if the Landlord's lender refuses to release the necessary funds to reconstruct the Leased Premises.

9. Installation of Fixtures

Tenant shall have the right to install, place and maintain all business fixtures, equipment and **furniture** necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal

10. Assignment and Subletting

Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof. or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior written consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. **However**, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another Department or agency of State of Indiana without the prior written approval of Landlord so long as such use is substantially similar to the office use contemplated herein or is **otherwise** deemed compatible with the businesses of other tenants at Castleton Business Park by the Landlord in its sole but reasonable discretion.

11. Abandonment of Premises

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy. Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of Tenant's rights under Section 15 (Conflict of Interest), or Section 20 (Cancellation), shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under this Lease, Landlord shall in good faith use its best efforts to re-let the Leased Premises and set off against rents due from Tenant any rent collected from others for their use of the Leased Premises. **Nothing** in this clause shall prevent Landlord or Tenant **from** negotiating a termination of this Lease.

12. Surrender and Holding Over

- A. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures, and other moveable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.
- B. In the event Tenant remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month to month and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.

13. Nondiscrimination

- A. Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its Sub-Landlords, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national **origin**, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations, and **executive** orders prohibiting discrimination in the provision of **services** based on race, color, national origin, age, sex, disability, or status as a **veteran**. The Landlord shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 31 CFR 60-741, as amended, **which** are incorporated herein by reference.
- B. The Landlord understands that the Tenant is a recipient of Federal **funds**. Pursuant to that understanding, the Landlord, and its Sub-Landlords, if any, agree that if the Landlord employs 50 or more employees and does at least \$50,000.00 worth of business with the Tenant, and is not exempt, the Landlord will comply with the affirmative action reporting requirements of 41 CFR 60-1.7.

14. **Memorandum** of Lease

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property)

15. Conflict of Interest

A. As used in this paragraph:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or
3. **Any** member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under subparagraph B above if Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

D. Landlord **has an affirmative** obligation under this **Lease** to disclose to the Department **when** an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Landlord knows or reasonably could know.

16. Indemnification

Landlord **agrees** to indemnify, defend and hold harmless Tenant and its agents, officials, and employees **from** all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord in, on or about the Leased Premises. Landlord may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

17. Indiana Law

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

18. Default by Landlord

- A. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being performed; provided, however, the Landlord shall be deemed to have cured such default if the Landlord commences such cure **within** five (5) business days of written notice **from** the Tenant and thereafter diligently pursues the cure within a time period commensurate with the nature of the repair. Default by Landlord shall entitle Tenant withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within ninety (90) days **after** Tenant has provided written notice of the default to Landlord.
- B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.
- C. Should Tenant be compelled to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:
 - 1. All administrative and other costs borne by Tenant in procuring a replacement lease or leases.
 - 2. Such other, additional relief as may be provided for in this Lease, at **law** or in equity.
 - 3. Damages to which the Tenant may be **entitled** under this clause shall be due and payable **thirty** (30) days following the date Landlord receives notice from the Tenant specifying such damages, subject to the reasonable review **and/or** appeal to the Indiana Department of Administration if the Landlord disputes the Tenant's invoice.

19. Default by Tenant

Other than a monetary default, Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by law or equity. With regards to the Tenant's monetary obligations, the Tenant shall be in default under the Lease if the Tenant fails to pay any amounts due under this Lease within ten (10) days of the due date.

20. Cancellation

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or **otherwise** available to support continuation of performance shall be final and conclusive.

21. Force Majeure

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to **resume** performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving **written** notice, terminate this Lease.

22. Penalties - Interests - Attorney's Fees

Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

23. Disputes

- A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Landlord agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall **be** borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord **cannot** resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or **otherwise** furnish a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or **otherwise** furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) **working** days of receipt by the Commissioner of a **written** request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or

otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

24. Modification of Lease

This Lease may be modified at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.

25. Miscellaneous Provisions

- A. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- B. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.
- C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.

26. Liens

Tenant agrees that it shall not cause any liens to be filed ~~as~~ a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

27. Substantial Completion

Any leasehold improvements shall be deemed to be substantially completed only when completion allows for occupancy and full use of the Leased Premises. Minor punch list items would not be considered a reason for non- occupancy.

28. Hazardous Materials

Landlord to the best of its knowledge, guarantees, without independent investigation or inquiry, that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

Tenant shall not in any manner use, maintain or allow the use or maintenance of the Leased Premises in violation of any law, ordinance, statute, regulation, rule or order (collectively "Laws") of any governmental authority, including but not limited to, Laws

governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain or allow the use or maintenance of the Leased Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Leased Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include, without limitation, hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable federal, state or local Laws. Tenant shall immediately notify Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Leased Premises and shall deliver to Landlord any notice received by Tenant relating thereto. Similarly, Landlord shall notify the Tenant of the presence or suspected presence of any hazardous substance in the Leased Premises.

Landlord and its agents shall have the right, but not the duty, to inspect the Leased Premises and conduct tests thereon at any time to determine whether or the extent to which there is hazardous, toxic or infectious waste on the Leased Premises. Landlord shall have the right to immediately enter upon the Leased Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss or damage to Tenant's property or business caused thereby. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement arose in whole or in part because of Tenant's use of the Leased Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's request, concerning Tenant's best knowledge without independent verification and belief regarding the presence of any hazardous, toxic or infectious waste on the Leased Premises or Tenant's intent to store or use toxic materials on the Leased Premises. Subject to the terms of IC 34-12-3-3, Tenant shall be responsible for any and all claims, loss, liability, costs, expenses or damage and costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

29. Drug-Free Workplace Certification

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Landlord will give written notice to the Tenant and the Department of Administration within ten (10) days after receiving actual notice that

Landlord or an employee of the Landlord has been convicted of a criminal **drug** violation occurring in the Landlord's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, **termination** of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, Landlord hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of this Lease or agreement as part of the lease documents.

The Landlord certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying its employees that the **unlawful** manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Landlord's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a .drug-free .awareness program to inform its employees of (1) the dangers of **drug** abuse in the workplace; (2) the **Landlord's** policy of **maintaining** a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Tenant and the Department of Administration within ten (10) days after receiving notice from an employee under subdivision C (2) above, or **otherwise** receiving actual notice of such conviction;
- E. Within thirty (30) days after **receiving** notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee **who** is convicted of drug abuse **violations** occurring in the workplace: (1) take appropriate **personnel** action against the employee. up to and including termination;

or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

F. **Making** a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

30. Notice

All notices required to be given under this Lease will be made in writing and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord:

ZIRP-CASTLETON, L.L.C.
6081 E. 82nd Street, Suite 100
Indianapolis, IN 46250-1562
Attention: Castleton Park Manager

With copies to:

ZIRP-CASTLETON, L.L.C. c/o Zeller Realty
Corporation
401 N. Michigan Avenue, Suite 250
Chicago, IL 60611

J. Taggart Birge, Esq.
Bose McKinney & Evans LLP
600 E. 96th Street, Suite 500
Indianapolis, IN 46240

Tenant:

THE MEDICAID FRAUD CONTROL UNIT OF THE
OFFICE OF THE ATTORNEY GENERAL
8005 Castleway Drive
Indianapolis, IN 46250

Copy to:

Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

31. Lobbying Activities

- A. Pursuant to 31 C.S.C. S 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

32. Debarment and Suspension

Landlord certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Landlord.

33. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he/she is the Landlord or that he/she is the representative, agent, member, or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

34. Intentionally deleted.

35. Intentionally Deleted.

36. Brokers.

Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Lease contemplated hereby other than Crystal Houston of C.B. Richard Ellis, who represents the interests of Landlord (hereinafter referred to as

"Landlord's Broker"), and NAI Olympia Partners, who represents the interest of Tenant (the "Tenant's Broker"). Landlord shall pay any commission becoming due and payable to the Landlord's Broker and Tenant's Broker by separate agreement.

37. Limitation of Landlord's Personal Liability.

If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to Castleton Business Park for the collection of such judgment and Tenant **further** agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment, and as such, it being agreed and understood that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment and Tenant further agrees that Landlord shall not be liable for any deficiency.

38. Estoppel Certificates.

Within fifteen (15) days after written request therefor, Landlord and Tenant shall deliver to the requesting party a written statement certifying (if such is the case) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; that all covenants, conditions and agreements on the part of the requesting party hereunder have been performed; that there are no defenses or offsets to the enforcement of this Lease, or stating those claimed; indicating the **commencement** date and the dates to which rent has been paid; and any other information reasonably requested. Any such statement may be relied upon by any prospective purchaser, mortgagee or assignee of the premises or Tenant's business in the premises.

39. Sale and Conveyance of the Leased Premises. general public liability **and** property damage insurance

Landlord shall have the right to sell, convey or transfer the Leased Premises or the control thereof at any time during the term of this Lease, subject only to the rights of Tenant hereunder; and such sale and conveyance or other transfer of Landlord's interest or control of the Leased Premises shall operate to release Landlord **from** liability hereunder after the date of such conveyance provided any new landlord has (i) assumed any and all of the liabilities and that such entity is sufficiently capitalized (with assets in excess of \$2,000,000.00) and is not a shell corporation created solely for the purpose of avoiding any potential liabilities and (ii) maintains **and/or** has in place a general public liability and property damage insurance **providing** minimum coverages of \$2,000,000 combined single limit for bodily injury and property damage per occurrence with \$5,000,000 aggregate coverage. Landlord **agrees** and consents that, so long as the Tenant is not in default, the sale and conveyance of the Leased Premises shall not **interrupt** the Tenant's leasehold interest. In the event Landlord sells its interest in the Leased Premises to a third party buyer and such third party buyer fails to give the Tenant written notice of the transfer, the Tenant shall not be required to commence paying the third party buyer

the rents due hereunder until the date which is thirty (30) days from date which the Tenant has received written notice of the transfer.

40. Subordination.

Landlord shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the premises by so declaring in such mortgage; and the recording of any such mortgage shall make it prior and superior to this Lease regardless of the date of execution or recording of either document. Tenant shall, within ten (10) days after Landlord's request, execute and deliver to Landlord, without cost, all instrument which may be deemed necessary or desirable by Landlord to **confirm** the subordination of this Lease. Notwithstanding the foregoing, no default by Landlord under any such mortgage shall affect Tenant's rights hereunder so long as Tenant is not in default under this Lease. Tenant shall, in the event any proceedings are brought for the foreclosure of any such mortgage, **attorn** to the purchaser upon any such foreclosure and **recognize** such purchaser as the Landlord under this Lease.

IN WITNESS to their agreement, the persons signing this Lease execute it for the Landlord and Tenant:

[SIGNATURES ON FOLLOWING PAGE]

For Landlord:

ZIRP-CASTLETON, L.L.C., a Delaware limited liability company

By: ZELLER-CASTLETON, L.L.C., a Delaware limited liability company, its Managing Member

By: ZELLER-CASTLETON, CORP., an Illinois corporation, its Manager

By: Paul M. Zeller
 Printed: Paul M. Zeller
 Title: President
 Dated: 1-29-03

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this Lease this 29 day of January, 2003.

Michelle L. Dempsey
 Notary Public

Michelle L. Dempsey
 Printed Name

My Commission expires: 3-26-06
 County of Residence: COOK

- Exhibit A- Building 30 Legal
- Exhibit B - Floor Plan
- Exhibit C - Work Letter
- Exhibit D - Plans and Specifications
- Exhibit E - Letter of Confirmation
- Exhibit F - Janitorial Specifications
- Exhibit G - Castleton Business Park Site Plan

For Tenant:

The Medicaid Fraud Control Unit Of
 The Office Of The Attorney General

By: [Signature]
 Date: 1/31/03

Department of Administration

By: Beatrice L. Tate for
 For: David Perline, Commissioner

Date: 2-5-03

State Budget Agency

By: [Signature]
 For: Marilyn F. Shultz, Director

Date: 2-7-03

Approved as to form and legality:

[Signature]
 Stephen Carter, Attorney General
 Date: 02/07/03

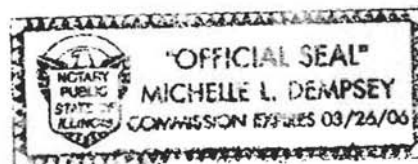


EXHIBIT A
(Building 12)

Part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 17 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of Section 22, Township 17 North, Range 4 East; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the North line thereof 1333.23 feet to the Northwest corner of the **Northeast** Quarter of said Southeast Quarter; thence South 00 degrees 14 minutes **19** seconds **West** on and along the West line of said Quarter Quarter 1055.69 feet; thence North 89 degrees 50 minutes 02 seconds East parallel **with** the South line of said Quarter Quarter 350.00 feet to the True Beginning Point of this Description; continuing thence North **89** degrees 50 minutes 02 seconds East parallel with said South line 223.36 feet to the Southerly prolongation of the West line of **Herrin's** Addition to Castleton, as per plat thereof, recorded in Plat Book 11, page 15, in the Office of the Marion County Recorder; thence South 00 degrees 28 minutes 14 seconds West on and along said West line, 12.66 feet to the Westerly right-of-way line of the N & W railroad; thence South 27 degrees 34 minutes 27 seconds West on and along said Westerly right-of-way line 296.40 feet to the South line of said Quarter Quarter; thence South 89 degrees 50 minutes 02 seconds West on and along said South line 87.19 feet to a point that is 350.00 feet North **89** degrees 50 minutes 02 seconds East of the West line of said Quarter Quarter; thence North 00 degrees 14 minutes 19 second East parallel with said West line 275.00 feet to the True Beginning Point; containing 1.000 acre, more or less.

EXHIBIT C
"WORK LETTER"
(Turnkey)

The terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise stated herein. Landlord and Tenant agree that their respective rights and obligations in reference to the construction of the Tenant Finish Improvements shall be as follows:

1. Construction Documents.

A. Drawings and Specifications. Landlord and Tenant have agreed to schematic drawings and specifications for construction of the Tenant Finish Improvements, which drawings and specifications are attached to this Lease as Exhibit D and which drawings designate the type and quantities of materials to be used in the construction of the Tenant Finish Improvements (hereinafter referred to as "Building Standard Construction").

B. Tenant Approval. Upon completion of the construction drawings and specifications, Tenant shall be allowed seven (7) working days after receipt thereof in which to review and approve or object to the construction drawings and specifications and to advise Landlord of such approval or objections. Landlord shall be permitted five (5) working days thereafter in which to make, agree to make or reject any change requested by Tenant.

C. Building Standard Construction. Unless otherwise specified on the construction drawings and specifications, Building Standard Construction shall be utilized for the Tenant Finish Improvements. Landlord shall have the right to designate, and from time to time to change, the materials, fixtures, colors and other items that are Building Standard Construction, provided that such changes are of equal or superior quality.

2. Improvement Price. The "Improvement Price" for the Tenant Finish Improvements shall be calculated and paid by the Landlord as follows:

A. The Improvement Price shall include the cost of all architectural and engineering construction drawings and specifications required in connection with the Improvements, all work, labor, material and equipment necessary to construct the Tenant Finish Improvements in accordance with the approved construction drawings and specifications (all such construction being hereinafter referred to as the "Work"). The Tenant Finish Improvements shall be substantially in accordance with the Exhibit "D", subject to the final construction drawings, which, prior to construction, must be mutually agreed upon by Landlord and Tenant. Landlord shall not perform any work unless it is specifically designated on the attached Exhibit "D" and otherwise considered a part of the Work. The Tenant shall not be responsible for any costs of the Work set forth in Exhibit "D".

3. Completion of the Work; Completion Date. Landlord shall use **commercially** reasonable efforts to substantially complete the Work on or before the Completion Date (i.e., April 1, 2003) subject to the events and delays due to cause beyond the Landlord's reasonable control. **Notwithstanding** the Completion Date provided in the Lease, the Completion Date shall be deferred until Landlord has substantially completed the Work. Deferral of the Completion Date shall be in full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Leased Premises not being ready for occupancy by Tenant as of the Completion Date provided in the Lease, and such delay shall not entitle Tenant to rescind or terminate the Lease. Tenant **agrees** to make all efforts to respond on a timely basis to all matters regarding **completion** of the Work.

4. Entry by Tenant Prior to Completion Date. Landlord, subject to the following terms and conditions, and in Landlord's reasonable discretion and upon request by Tenant, may grant to Tenant and Tenant's agents a license to enter the Leased Premises prior to the Completion Date in order that Tenant may do other work required by Tenant to make the Leased Premises ready for Tenant's use and occupancy.

A. Tenant shall give Landlord not less than five (5) days' prior written notice of the request to have such early access to the Leased Premises, **which** notice must contain or be accompanied by in reasonable detail: (i) a description and schedule for the work to be performed by those persons and entities for whom and which such early access is being requested; (ii) the names and addresses of all contractors, subcontractors and material suppliers for whom and which such access is being requested; (iii) the approximate number of individuals, itemized by trade, who shall be present in the Leased Premises; (iv) copies of all contracts pertaining to the performance of the work for which such early access is being requested; (v) copies of all plans and specifications pertaining to the work for which such access is being requested; (vi) copies of all licenses and permits required in connection with the performance of the work for which such access is being requested; (vii) certificates of insurance naming the Landlord as an additional insured against all claims, costs, expenses, damages, and claims associated with such work (unless the Department of Information Technology ("DOIT") performs the cabling and wiring work in which case the Landlord recognizes that DOIT shall self insure); and (viii) assurances of the availability of funds sufficient to pay for all such work, if such assurances are requested by Landlord. Each of the foregoing shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed.

B. Early access to the Leased Premises is subject to scheduling by Landlord.

C. Tenant's employees, agents, contractors, workers, and suppliers must work in harmony and not interfere with Landlord and Landlord's agents in completion of the Work and any additional **work** in the Leased Premises, Landlord's **work** in other premises and in common areas of the Building or the general operation of the Building. If at any time such entry shall cause disharmony or interference, Landlord will provide written notice to the Tenant thereof and the Tenant will respond in a timely manner (not to exceed 5 days) or the license will be revoked.

D. Tenant agrees that any early entry into the Leased Premises shall be at Tenant's own risk and Landlord shall not be liable for any injury to persons or damage to property of Tenant, or to Tenant's employees, or licensees from any cause whatsoever occurring upon or about the Leased Premises, unless Landlord's actions result in such injuries or damages.

E. With the exception only of **DOIT**, Tenant's contractors shall not be permitted into the Leased Premises until the Landlord has obtained the certificate of insurance described in Section 4(A)(vii), above, and consistent with the terms therein the contractors shall be liable for any claims, costs, expenses or damages associated with their work in the Leased Premises. Separate and aside from the Tenant's contractors, the Tenant agrees and consents that its employees shall be responsible for repairing any damages to the Work and/or Leased Premises caused by the Tenant's employees prior to the Completion Date.

5. Landlord's Entry After Completion Date. Subject only to the terms of section 7(d) of the Lease, Landlord may enter the Leased Premises at any time after the Completion Date, upon prior notice to Tenant at times mutually acceptable to complete unfinished details of the Work and such entry by Landlord, its agents, servants, employees, or contractors for such purposes shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any obligation under this Lease; provided, however, Landlord shall not interfere with Tenant's business and to the extent that any such work will interfere with Tenant's business, such work will be completed after business hours.

6. Intentionally Deleted.

7. Landlord's Property. All work and materials furnished are Landlord's property and will be considered part of the Building, subject to Tenant's rights to use the same under the lease.

8. Binding Agreement. This Agreement is binding upon and inures to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

For Landlord:

ZIRP-CASTLETON, L.L.C., a Delaware limited liability company

By: ZELLER-CASTLETOX, L.L.C., a Delaware limited liability company, its Managing Member

By: ZELLER-CASTLETON, COW., an Illinois corporation, its Manager

By: Paul M. Zeller
 Printed: Paul M. Zeller
 Title: President
 Dated: 1-29-03

For Tenant:

The Medicaid Fraud Control Unit Of The Office Of The Attorney General

By: [Signature]
 Title: DIRECTOR
 Date: 1/31/03

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this 29 day of January, 2003.

Michelle L. Dempsey
 Notary Public

Michelle L. Dempsey
 Printed Name

My Commission expires: 3-26-06
 County of Residence: Cook

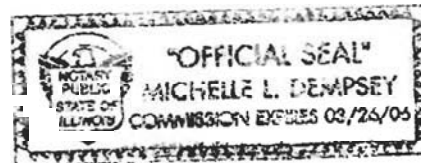


EXHIBIT D

“PLANS AKD SPECIFICATIOKS”

MILLWORK

Provide Break room plastic laminate counter with redi made base and wall cabinets per the drawing.

Provide Coat shelves and metal rods as located on the drawing

DOORS

New interior doors to be **prefinished** stained 3'-0" x 7'-0" x 1 ¼" solid core birch doors. Frames to be **prefmished** knock down frames similar to Timely or Redi frames. Provide a lock on all entry & storage room doors. All doors to have new lever handle hardware (Schlage AL series or equal) and 3 hinges. Computer room to have dead bolt lock. Keying of locks to be coordinated with the tenant.

WINDOWS

Mini blinds or equivalent building standard window coverings to be provided on all windows.

FINISHES

Walls to be 3 5/8" metal studs at 16 " on center, with 5/8" drywall each side. Walls to extend to the underside of ceiling grid. Provide insulation in all Conference Rooms & Restroom walls, and 2'-0" each side of those walls above ceiling. Extend restroom walls up to deck. Extend demising walls up to deck (unless return air plenum).

Provide new 2 x 4 suspended 15/16" ceiling grid & 2 x 4 acoustical square edge lay-in tiles (Armstrong Cortega or equal) , at +8'-6" minimum ceiling height.

Carpet: All areas except those noted below.

J & J Commercial, Counterpart, or approved equal.

Minimum specifications: 26 oz., 100% nylon (J&J Encore SD Ultima),

1/10 gauge, .124 inch finished pile thickness, 7,548 density, &

Fluorochemical Treatment. Carpet must meet Class 1 Standards on all Physical Testings for Flammability, Smoke, Static Generation, & ADA Compliance.

VCT: Break Room, Storage Rooms, & other areas specified for VCT:

Mannington Commercial, Essentials. 12"x12" tiles, or approved equal.

Ceramic Floor Tile: Restrooms to have 8"x8"porcelain paver floor tile.

Vinyl Base: 4" Johnsonite or V.P.I., coved, 120 linear feet roll goods, or approved equal.

Paint all walls with 2 coats of eggshell latex paint.

ELEVATOR

Provide ADA elevator, where required, with access to all occupied levels. Elevator must meet ADA requirements.

FIRE PROTECTION

Provide Fire sprinkler system through out the entire space with the system in the computer room (where applicable) to be a preaction type.

PLUMBING

Provide a Break room stainless steel sink with hot & cold water.

Provide all **restroom** fixtures, and drinking fountains, to comply with ADA, in numbers meeting current building codes.

HVAC

Provide heating & cooling system to condition the space to the following criteria:

Summer: Cool to 75 degrees with design condition of 92 degrees dry bulb/ 76 degrees wet bulb

Winter: Heat to a minimum of 70 degrees with a design condition of 0 degrees outside air temperature.

Fresh air to be provided based upon the proposed number occupants at 20 cfm of outside air per person at the density of 1 person per 200 RSF.

There will not be any humidification nor special dehumidification.

ELECTRIC

Provide new 2 x 4 fluorescent light fixtures, with prismatic or parabolic lenses, T-8 lamps. Provide 1 light per every 75 square feet. Provide one light switch per each individual room, and one switch in open areas per each bank of 25 lights. Light level at 50 foot candles at desktop.

Provide life safety **horn/strobes/alarm system** as required by building code.

Provide Exit signs and emergency lighting as required by building code.

Work stations: Power connection to panel system with a capacity of 1 circuit per 3 work stations and empty conduit with a capacity for 2 data/comm. cables per work station.

Stations to be powered off of a wall or column where applicable, floor boxes if in the center of an open area no power poles unless with Tenants prior written approval.

Medium Offices: (up to 150 sq. ft.) 2 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Large Offices: (over 150 sq. ft.) 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Lg. Conference Rm. (over 500 sq. ft.) 8 standard electrical duplex outlets and, 4 empty boxes for data/comm. cables.

Other Conferences: 3 standard electrical duplex outlets & 1 empty box for data/comm. cables.

Provide power and an empty box for data/comm. cable to each copier, printer, and fax machine.

Reception area: 4 standard duplex elec, 1 data/comm.

General Purpose: Provide convenience and cleaning outlets to be able to reach using a maximum of a 50' appliance cord

All cable & wiring for telephones & computers is excluded or performed by Landlord per Tenant's specifications and reimbursed by Tenant.

Contractor shall be responsible for providing the empty data box & pullstring only.

EXHIBIT "E"**"LETTER OF CONFIRMATION"**

This Letter of Confirmation is to be attached to the lease between ZIRP-CASTLETON, L.L.C., a Delaware limited liability company ("Landlord") and THE MEDICAID FRAUD CONTROL UNIT OF THE OFFICE OF THE ATTORNEY GENERAL ("Tenant"). This Letter complies with Section 2 of the lease which states that Landlord and Tenant shall confirm the commencement and expiration dates of the lease for 7,218 square feet located at 8005 Castleway Drive, in the County of Marion, City of Indianapolis, State of Indiana, by signing a letter of confirmation, generated by the Tenant, which shall then become an attachment to the lease. Therefore, it is agreed by the Landlord and Tenant that the lease commenced on _____ and **will** expire on _____. It is **further** agreed that the rent shall not exceed during the first year of the Lease Term the-monthly amount of \$5,814.50, which represents \$9.67 per square foot.

[SIGNATURES ON FOLLOWING PAGE]

For Landlord:

ZIRP-CASTLETON, L.L.C., a Delaware limited liability company

By: ZELLER-CASTLETON, L.L.C., a Delaware limited liability company, its Managing Member

By: ZELLER-CASTLETON, CORP., an Illinois corporation, its Manager

By: _____

Printed: Paul M. Zeller

Title: President

Dated: _____

For Tenant:

The Medicaid Fraud Control Unit Of The Office Of The Attorney General

By: _____

Date: _____

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this ____ day of _____, _____.

Notary Public_____
Printed Name

My Commission expires: _____

County of Residence: _____

EXHIBIT F
"JANITORIAL SPECIFICATIONS"

DAILY

SPOT CLEAN ENTRANCE DOOR GLASS
EMPTY TRASH RECEPTACLES & REPLACE LINERS
VACUUM ALL CARPET
CLEAN ASH URNS
DUSTMOP TILE FLOOR
SPOT MOP TILE FLOOR
DUST RECEPTION AREA

WEEKLY

REMOVE FINGERPRINTS FROM FRAME/LIGHT SWITCH
HIGH DUST PICTURE FRAMES & CABINETS
LOW DUST LEDGES & CHAIRS
DUST HORIZONTAL SURFACES, DESKS, & TABLES
SPOT CLEAN ALL WINDOW SILLS
MOP TILE FLOORS

MONTHLY

DAMP WIPE BASEBOARD
DUST ALL BLINDS

QUARTERLY

SPOT VACUUM UPHOLSTERY
VACUUM UNDER FURNITURE & EQUIPMENT
SPRAY BUFF TILE FLOOR, DUST MOP

ANNUALLY

STRIP & WAX TILE FLOOR

COMMON AREAS/PUBLIC AREA

DAILY

EMPTY TRASH/REPLACE LINERS
CLEAN DIRECTORIES
POLICE PLANTERS/SPOT CLEAN--INSIDE/OUTSIDE CONCRETE AREAS

SANITIZE PUBLIC PHONES
WIPE DOWN ELEVATORS DOORS/CALL BUTTONS/INSIDE PANEL
CLEAN ENTRANCE DOOR GLASS/METAL
VACUUM & SPOT CLEAN CARPET WALL TO WALL
CLEAN ASH URNS
CLEAN DRINKING FOUNTAINS
VACUUM/SPOT CLEAN ELEVATOR CARPET
SPOT CLEAN ELEVATOR DOOR TRACKS & RUNNERS
MOP ALL TILE, MARBLE, STONE FLOORS
VACUUM STAIRWELLS/POLICE FOR TRASH

WEEKLY

HIGH DUST PICTURE FRAMES/LEDGES/EXIT SIGNS
LOW DUST LEDGES/CHAIRS
CLEAN THRESH METAL AT ENTRANCES
DETAIL STAIRWELLS & HANDRAILS
WASH CORRIDOR DOORS & KICK PLATES
CLEAN FIRE HOSE BOXES
DETAIL VACUUM CORNERS & EDGES
CLEAN CEILING VENTS
CLEAN & POLISH ELEVATOR DOOR TRACKS & RUNNERS

I. MONTHLY

SPRAY BUFF TILE FLOORS, DUST MOP

QUARTERLY

STRIP & WAX TILE FLOORRESTROOMS

DAILY

CLEAN & SANITIZE URINALS
CLEAN & SANITIZE TOILETS
CLEAN & SANITIZE SINK & COUNTER TOPS
CLEAN MIRRORS & FRAME
CLEAN & REFILL ALL DISPENSERS
EMPTY TRASH CANS & WIPE THEM DOWN
SWEEP & MOP FLOOR WITH DISINFECTANT

WEEKLY

SPOT CLEAN & DUST PARTITIONS
SPOT CLEAN WALLS & LIGHT SWITCH
CLEAN DOOR, DOOR KNOBS & KICK PLATES

MONTHLY

SPRAY BUFF TILE FLOOR

QUARTERLY

STRIP & WAX TILE FLOOR

WIPE DOWN WALLS

WASH PARTITIONS

EMPTY & WASH ALL SOAP DISPENSERS

EXTRA SERVICES FOR AN ADDITIONAL FEE

LARGE SPOT REMOVAL

SHAMPOO CARPET

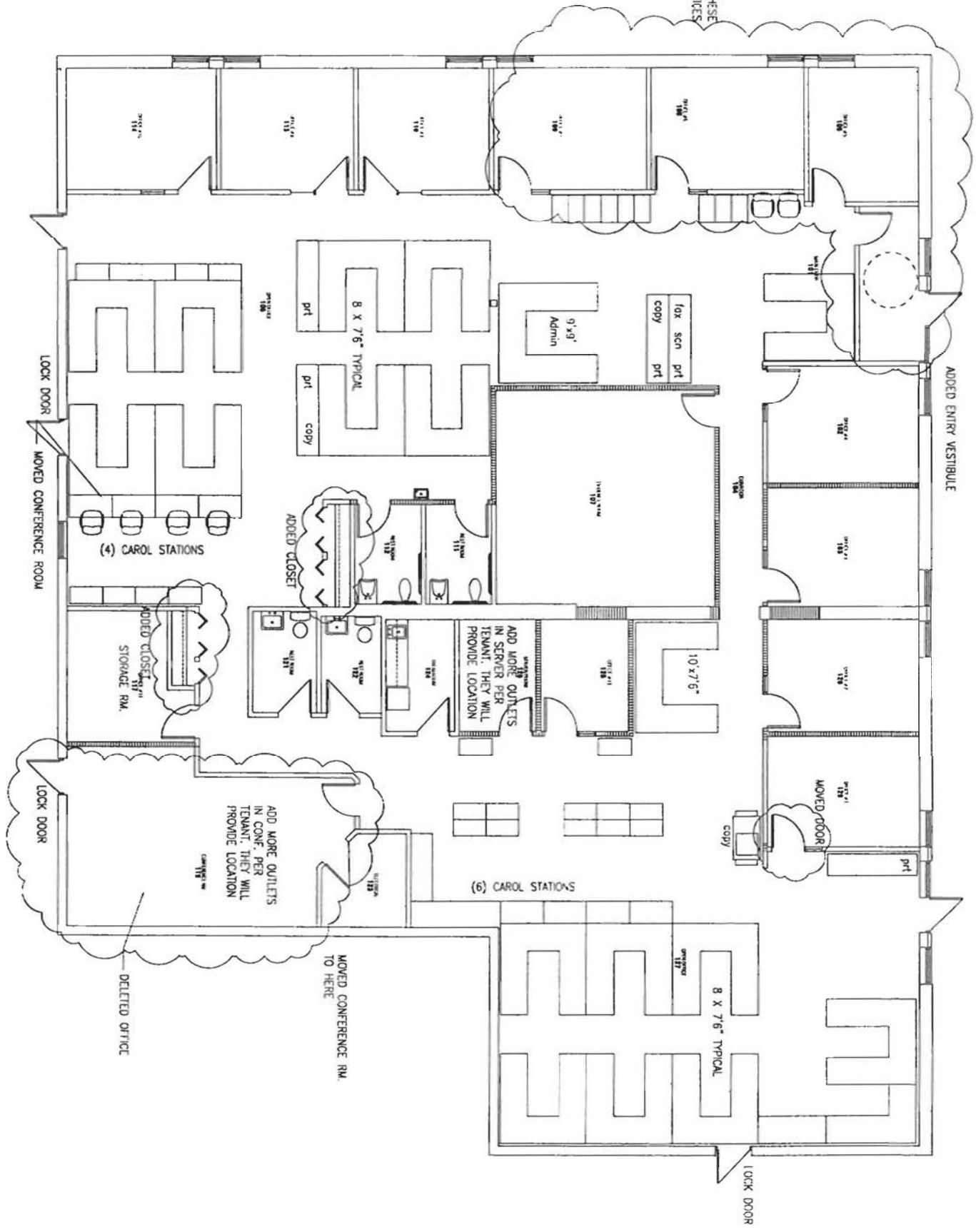
VACUUM FABRIC COVERED WALLS

STRIP & WAX TILE FLOORS

DETAIL UPHOLSTERY CLEANING/VACUUMING

CLEAN & POLISH WOOD WALLS, DOOR & JAMS

RESIZED THESE
THREE OFFICES



ATTORNEY GENERAL'S OFFICE
CASTLETON PARK, BLDG. 12

SPACE PLAN REVISIONS
1/20/03